

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

**IN RE: LIQUID ALUMINUM SULFATE  
ANTITRUST LITIGATION**

Civil Action No. 16-md-2687 (JLL)(JAD)

MDL No. 2687

*This Document Relates to:*

*16-md-2873 (JLL) (JAD)*

**ANSWER AND AFFIRMATIVE DEFENSES OF DEFENDANT USALCO, LLC  
TO INDIRECT PURCHASER PLAINTIFFS'  
CONSOLIDATED CLASS ACTION COMPLAINT**

Defendant, USALCO, LLC ("USALCO"), by and through its undersigned counsel, Whiteford, Taylor & Preston, LLP, responds to the Complaint filed by Indirect Purchaser Plaintiffs ("Plaintiffs"), and states as follows.

USALCO denies any and all allegations of the Complaint that are not specifically addressed herein.

1. Answering Paragraph No. 1, USALCO denies that it violated any state antitrust or consumer protections statutes, that it was unjustly enriched, that it engaged in any unlawful conduct, that it was a co-conspirator and/or that Plaintiffs, individually and/or on behalf of others, are entitled to recover damages, if any, from USALCO. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

2. Answering Paragraph No. 2, USALCO denies the allegations therein to the extent they purport to allege that USALCO engaged in a conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph insofar as they concern other Defendants.

3. Answering Paragraph No. 3, USALCO admits that this general characterization is true.

4. Answering Paragraph No. 4, USALCO admits that this general characterization is generally true, but LAS is also sold by the “as is” ton, dry ton, pound, dry pound, gallon, etc.

5. Answering Paragraph No. 5, USALCO denies the allegations hereto to the extent they purport to allege that USALCO entered into and engaged in a combination and conspiracy to suppress and eliminate competition, or was a co-conspirator, which allegations are specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

6. Answering Paragraph No. 6, USALCO denies the allegations insofar as they purport to allege that USALCO made any such agreement or recognition, which allegations are specifically denied. USALCO otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

7. Answering Paragraph No. 7, USALCO denies the allegations insofar as they purport to concern USALCO. USALCO otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

8. Answering Paragraph No. 8, USALCO denies the allegations insofar as they purport to concern USALCO and further deny that it participated in any conspiracy. USALCO otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

9. Answering Paragraph No. 9, USALCO denies the allegations insofar as they purport to concern USALCO and further deny that it participated in any conspiracy. USALCO

otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

10. Answering Paragraph No. 10, USALCO admits that this general characterization is true and further states that none of the Defendants referred to in this allegation are or have ever been associated with USALCO.

11. Answering Paragraph No. 11, USALCO denies that it violated the antitrust, consumer protection, and/or unfair and deceptive trade practice statutes or the common law principle of unjust enrichment of any jurisdiction, including but not limited to those jurisdictions referenced in the allegation. USALCO further denies that it was a co-conspirator or engaged in any combination and conspiracy to violate any such laws. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

12. Answering Paragraph No. 12, USALCO states that no response is required as it states a conclusion(s) of law and further states that it denies that it engaged in the alleged events allegedly giving rise to the alleged claims.

13. Answering Paragraph No. 13, USALCO states that no response is required as it states a conclusion(s) of law and further states that it denies that it engaged in the alleged events allegedly giving rise to the alleged claims.

14. Answering Paragraph No. 14, USALCO states that no response is required as it states a conclusion(s) of law. USALCO denies the allegations insofar as they purport to concern USALCO and further deny that it participated in any conspiracy. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

15. Answering Paragraph No. 15, USALCO denies that it engaged in any such conduct and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

16. Answering Paragraph No. 16, USALCO denies that it engaged in any such conduct and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

17. Answering Paragraph No. 17, USALCO denies the allegations insofar as they purport to concern USALCO, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

18. Answering Paragraph No. 18, USALCO denies the allegations insofar as they purport to concern USALCO, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

19. Answering Paragraph No. 19, USALCO denies that it violated any antitrust, consumer protection and/or unfair and deceptive trade practices statutes, denies that it engaged in any unlawful conduct, and denies that Homestead has been injured by reason of any conduct on the part of USALCO. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph insofar as they concern other Defendants and also lacks knowledge or information sufficient to form a belief about whether Homestead indirectly purchased liquid aluminum sulfate produced by one or more of the Defendants.

20. Answering Paragraph No. 20, USALCO denies that it violated any antitrust, consumer protection and/or unfair and deceptive trade practices statutes, denies that it engaged in any unlawful conduct, and denies that Creston has been injured by reason of any conduct on the part of USALCO. USALCO lacks knowledge or information sufficient to form a belief about

the truth of the allegations in this paragraph insofar as they concern other Defendants and also lacks knowledge or information sufficient to form a belief about whether Creston indirectly purchased liquid aluminum sulfate produced by one or more of the Defendants.

21. Answering Paragraph No. 21, USALCO admits that General Chemical Corporation manufactured liquid aluminum sulfate for water treatment but lacks knowledge or information sufficient to form a belief about the other allegations in this paragraph.

22. Answering Paragraph No. 22, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

23. Answering Paragraph No. 23, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

24. Answering Paragraph No. 24, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

a. Answering Paragraph No. 24(a), USALCO denies the allegations insofar as they purport to concern USALCO, denies that it participated in the alleged conspiracy and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

b. Answering Paragraph No. 24(b), USALCO denies the allegations insofar as they purport to concern USALCO, denies that it participated in the alleged conspiracy and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

c. Answering Paragraph No. 24(c), USALCO denies the allegations insofar as they purport to concern USALCO, denies that it participated in the alleged conspiracy and otherwise lacks knowledge or information sufficient to form a belief about the

allegations in this paragraph insofar as they concern other Defendants and denies that Plaintiffs have any right to recover damages from USALCO for “GenTek’s and General Chemical’s pre-discharge conspiratorial conduct.”

25. Answering Paragraph No. 25, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

26. Answering Paragraph No. 26, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

27. Answering Paragraph No. 27, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

28. Answering Paragraph No. 28, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

29. Answering Paragraph No. 29, USALCO admits that C&S produced and sold liquid aluminum sulfate in the United States but lacks knowledge or information sufficient to form a belief about the other allegations in this paragraph.

30. Answering Paragraph No. 30, USALCO admits that GEO sold liquid aluminum sulfate in the United States but lacks knowledge or information sufficient to form a belief about the other allegations in this paragraph.

31. Answering Paragraph No. 31, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

32. Answering Paragraph No. 32, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

33. Answering Paragraph No. 33, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, denies that Plaintiffs have any right to recover damages from USALCO for “GEO’s pre-discharge conspiratorial conduct,” and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

34. Answering Paragraph No. 34, USALCO admits that it is a privately held limited liability company formed on September 11, 2009 with its current principal place of business at 2601 Cannery Avenue, Baltimore, Maryland. USALCO also admits that it manufactures and distributes aluminum-based chemical products, including a type of liquid aluminum sulfate, to certain companies and municipalities but does not, and has not, done so throughout the United States. USALCO further admits that it currently has an aluminum coagulant manufacturing plant in Baltimore, Maryland but further states that it did not have a plant in Baltimore or elsewhere in Maryland between November 2002 and November 2011. USALCO denies the allegation that its current plant in Baltimore is the largest in North America. USALCO also admits that it currently has manufacturing facilities in Indiana, Louisiana and Ohio as well as its current plant in Baltimore, Maryland.

35. Answering Paragraph No. 35, USALCO admits that it acquired certain assets of Delta Chemical Corporation in November 2011 and further states that Delta was a manufacturer of products other than liquid aluminum sulfate.

36. Answering Paragraph No. 36, USALCO denies the allegations therein. USALCO further denies this paragraph to the extent it purports to require USALCO to answer or respond to the allegations contained in the Complaint on behalf of both itself and Delta, a separate corporate entity, and to the extent the paragraph suggests that USALCO is responsible for any of Delta's activities.

37. Answering Paragraph No. 37 and the footnote thereto, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

38. Answering Paragraph No. 38, USALCO admits that Kemira produced and sold liquid aluminum sulfate in the United States but lacks knowledge or information sufficient to form a belief about the other allegations in this paragraph.

39. Answering Paragraph No. 39, USALCO admits that Southern Ionics manufactured and sold water treatment chemicals, including liquid aluminum sulfate, but lacks knowledge or information sufficient to form a belief about the other allegations in this paragraph. USALCO further states, upon information and belief, that Southern Ionics did not manufacture liquid aluminum sulfate at its facility in Williamsport, Maryland during the class period.

40. Answering Paragraph No. 40, USALCO admits that Reichl pled guilty to certain crimes. USALCO denies all other allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

41. Answering Paragraph No. 41, USALCO admits that Steppig was indicted. USALCO denies all other allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks



knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

42. Answering Paragraph No. 42, USALCO admits that Opalewski was indicted. USALCO denies all other allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

43. Answering Paragraph No. 43, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

44. Answering Paragraph No. 44, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

45. Answering Paragraph No. 45, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

46. Answering Paragraph No. 46, USALCO denies the allegations insofar as they may purport to allege that USALCO participated in the alleged conspiracy, which is specifically denied, and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

47. Answering Paragraph No. 47, USALCO denies the allegations therein and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

48. Answering Paragraph No. 48, USALCO denies the allegations insofar as they purport to concern USALCO and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

49. Answering Paragraph No. 49, USALCO denies the allegations insofar as they purport to concern USALCO and otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they concern other Defendants.

50. Answering Paragraph No. 50, USALCO denies the allegations insofar as they fail to distinguish and identify differences between liquid aluminum sulfate products. USALCO otherwise admits that this general characterization is true.

51. Answering Paragraph No. 51, USALCO denies the allegations insofar as they fail to distinguish and identify differences between liquid aluminum sulfate products. USALCO otherwise admits that this general characterization is true.

52. Answering Paragraph No. 52, USALCO denies the allegations insofar as they fail to distinguish and identify differences between liquid aluminum sulfate products. USALCO otherwise admits that this general characterization is true.

53. Answering Paragraph No. 53, USALCO denies the allegations therein. Municipalities consider a wide variety of factors before selecting liquid aluminum sulfate as a preferred coagulant. These factors would include, among others, price, performance, the design and layout of coagulant storage and delivery infrastructure at the plant and the characteristics of the raw water being processed at the facility. Moreover, there are numerous coagulants that can

be used by most facilities. USALCO further states that liquid aluminum sulfate and anhydrous ammonia or aqueous ammonia are different chemicals with different uses.

54. Answering Paragraph No. 54, USALCO denies the allegations therein. Specifically, USALCO states that, in its experience, the use of liquid aluminum sulfate as a coagulant in waste water treatment facilities varies widely from region to region.

55. Answering Paragraph No. 55, USALCO admits that liquid aluminum sulfate may be used to reduce phosphorous in surface water bodies, and otherwise denies the allegations therein.

56. Answering Paragraph No. 56, USALCO denies the allegations therein.

57. Answering Paragraph No. 57, USALCO admits that LAS is a commodity, lacks knowledge or information sufficient to form a belief regarding the referenced “Research” that may have been conducted, and otherwise denies the allegations therein.

58. Answering Paragraph No. 58, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph and further states that the referenced reports, whatever they may be, speak for themselves.

59. Answering Paragraph No. 59, USALCO denies the allegation therein and states that municipalities procure liquid aluminum sulfate through a variety of different processes.

60. Answering Paragraph No. 60, USALCO admits that this general characterization is generally true, however, bidders also learn of potential contracts through reverse auction sites or other forums.

61. Answering Paragraph No. 61, USALCO denies the allegations insofar as they fail to distinguish and identify differences between liquid aluminum sulfate products. USALCO otherwise admits that this general characterization is true, but that each municipality establishes

its own particular procedures for procurement. Moreover, bid results are often distributed electronically, and many privately owned and/or operated water systems are not legally obligated to have a public and open bidding process.

62. Answering Paragraph No. 62, USALCO admits that this general characterization is generally true, but also incorporates its answer to Paragraph 61 herein.

63. Answering Paragraph No. 63, USALCO admits that some municipalities may require a non-collusion affidavit to be submitted with a bid package. USALCO further incorporates its answer to Paragraph 61 herein.

64. Answering Paragraph No. 64, USALCO denies the allegations therein.

65. Answering Paragraph No. 65, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

66. Answering Paragraph No. 66, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

67. Answering Paragraph No. 67, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

68. Answering Paragraph No. 68, USALCO denies that it engaged in any such conspiracy and otherwise lacks knowledge or information sufficient to form a belief about the other allegations in this paragraph.

69. Answering Paragraph No. 69, USALCO admits that the cost of sulfuric acid was relatively stable from early 2004 to late 2007. USALCO otherwise denies the remainder of the allegations in this paragraph.

70. Answering Paragraph No. 70, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

a. Answering Paragraph No. 70(a), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

b. Answering Paragraph No. 70(b), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

c. Answering Paragraph No. 70(c), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

d. Answering Paragraph No. 70(d), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

e. Answering Paragraph No. 70(e), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

i. Answering Paragraph No. 70(e)(i), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph and further denies that the referenced article was a signal to USALCO.

ii. Answering Paragraph No. 70(e)(ii), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph and further states that the statements in the article speak for themselves.

iii. Answering Paragraph No. 70(e)(iii), USALCO denies the allegations insofar as they purport to concern USALCO and otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph insofar as they concern other Defendants.

iv. Answering Paragraph No. 70(e)(iv), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

71. Answering Paragraph No. 71, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

72. Answering Paragraph No. 72 and the footnote thereto, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

73. Answering Paragraph No. 73, USALCO denies that it was part of any illegal conspiracy, denies the conclusion alleged therein, and denies the generalized allegations of “falling or steady input costs.”

74. Answering Paragraph No. 74, USALCO denies the allegations therein insofar as they seek to infer that USALCO engaged in anti-competitive conduct and to the extent they suggest that “production, manufacturing, and transportation costs, as well as satisfaction of regulatory requirements” create high barriers to entry or increase the likelihood of anti-competitive conduct. USALCO otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

75. Answering Paragraph No. 75, USALCO admits that this general characterization is generally true.

76. Answering Paragraph No. 76, USALCO admits that Reichl plead guilty. USALCO denies the allegations therein relating to entrants into the liquid aluminum sulfate industry, stating that there have been other new entrants in the liquid aluminum sulfate industry since 2003. USALCO otherwise lacks knowledge or information sufficient to form a belief about the remaining allegations in this paragraph.

77. Answering Paragraph No. 77, USALCO denies the allegations therein to the extent they infer or purport to allege that “together,” with the other Defendants, USALCO

controlled or shared any market or that USALCO engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO further denies the generalized conclusory allegation that lawful swaps, trades and selling and distribution agreements “facilitate the formation of collusion” and denies that it engaged in consolidation with competitors. USALCO otherwise states that it lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph insofar as they concern other Defendants.

78. Answering Paragraph No. 78, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

79. Answering Paragraph No. 79, USALCO admits that two Defendants have plead guilty and that two others have been indicted and further states that none of them are or have ever been associated with USALCO. USALCO further denies that it participated in any conspiracy. USALCO otherwise lacks knowledge or information sufficient to form a belief about the remaining allegations in this paragraph.

80. Answering Paragraph No. 80, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy or agreement, which is specifically denied. USALCO further admits that Reichl plead guilty, but otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph insofar as they concern other Defendants.

81. Answering Paragraph No. 81, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO further admits that GEO has pled guilty, but otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph insofar as they may concern other Defendants.

82. Answering Paragraph No. 82, USALCO denies the allegations therein to the extent they purport to allege that USALCO engaged in any such conspiracy, which is specifically denied. USALCO further admits that Opalewski and Steppig have been indicted, but otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in this paragraph insofar as they concern them or other Defendants.

83. Answering Paragraph No. 83, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

84. Answering Paragraph No. 84, USALCO denies that it participated in any conspiracy, lacks knowledge or information sufficient to form a belief about the alleged price war between GenChem and GEO, and otherwise states that its sale of liquid aluminum sulfate has been competitive.

85. Answering Paragraph No. 85, USALCO denies the allegations therein to the extent they purport to allege that USALCO engaged in any conspiracy, which is specifically denied and otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations as they may concern other Defendants. USALCO otherwise states that its sale of liquid aluminum sulfate has been competitive.

86. Answering Paragraph No. 86, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

87. Answering Paragraph No. 87, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.



88. Answering Paragraph No. 88, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

89. Answering Paragraph No. 89, USALCO denies that it was a co-conspirator or engaged in any conspiracy and thus denies the allegations insofar as they purport to concern USALCO. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

90. Answering Paragraph No. 90, USALCO denies it participated in such meetings, and denies it participated in, continued or affirmed any conspiracy. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations insofar as they may concern other Defendants.

91. Answering Paragraph No. 91, USALCO denies that it colluded with anyone, or sought opportunities to do so, and lacks knowledge or information sufficient to form a belief about the truth of the allegations insofar as they may concern other Defendants.

92. Answering Paragraph No. 92, USALCO denies that it participated in any conspiracy and denies the allegation's premise, as alleged in Paragraph No. 90, that it participated in any meetings to continue or reaffirm any conspiracy, which allegations are expressly denied.

93. Answering Paragraph No. 93, USALCO denies that it conspired, or made any commitment to conspire, with anyone and lacks knowledge or information sufficient to form a belief about the truth of the allegation as it may concern other Defendants.

94. Answering Paragraph No. 94, USALCO denies that it participated in any conspiracy and lacks knowledge or information sufficient to form a belief about the truth of the allegations.

95. Answering Paragraph No. 95, USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations.

96. Answering Paragraph No. 96, USALCO lacks knowledge or information sufficient to form a belief about the truth of allegations.

97. Answering Paragraph No. 97, USALCO denies that the referenced documents either demonstrate a commitment to conspire by USALCO or confirm USALCO's understanding of any "overarching agreement" and further denies that USALCO had any such commitment or understanding or participated in any conspiracy.

98. Answering Paragraph No. 98, USALCO denies that it participated in any conspiracy and, as a result, denies that it used any such "code phrase" to describe or hide a conspiracy. USALCO further denies that it used the phrase "peace in the valley" to describe the cooperation among competitors. USALCO lacks knowledge or information sufficient to form a belief about the remaining allegations in this paragraph.

99. Answering Paragraph No. 99, USALCO denies that it participated in any conspiracy and denies the allegation's premise, as alleged in paragraph 98, that it used any "code phrase" in furtherance of any conspiracy. USALCO otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

100. Answering Paragraph No. 100, USALCO denies that it participated in any conspiracy and denies the allegation's premise, as alleged in paragraph 98, that it used any "code

phrase” in furtherance of any conspiracy. USALCO otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

101. Answering Paragraph No. 101, USALCO denies that it participated in any conspiracy and denies the allegation’s premise, as alleged in paragraph 98, that it used any “code phrase” in furtherance of any conspiracy. USALCO otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

102. Answering Paragraph No. 102, USALCO denies that it participated in any conspiracy and denies the allegation’s premise, as alleged in paragraph 98, that it used any “code phrase” in furtherance of any conspiracy. USALCO otherwise lacks knowledge or information sufficient to form a belief about the remaining allegations in this paragraph.

103. Answering Paragraph No. 103, USALCO denies that it participated in any conspiracy and denies the allegation’s premise, as alleged in paragraph 98, that it used any “code phrase” in furtherance of any conspiracy. USALCO otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

104. Answering Paragraph No. 104, USALCO denies the allegations therein to the extent they purport to concern USALCO, denies that it participated in the alleged conspiracy or engaged in any illegal or anticompetitive activity and otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

105. Answering Paragraph No. 105, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such

conspiracy, which is specifically denied and otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations as they may concern other Defendants.

106. Answering Paragraph No. 106, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

107. Answering Paragraph No. 107, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

108. Answering Paragraph No. 108, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

109. Answering Paragraph No. 109, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

110. Answering Paragraph No. 110, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

111. Answering Paragraph No. 111, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

112. Answering Paragraph No. 112, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

113. Answering Paragraph No. 113, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

114. Answering Paragraph No. 114, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

115. Answering Paragraph No. 115, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to

form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

116. Answering Paragraph No. 116, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

117. Answering Paragraph No. 117, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

118. Answering Paragraph No. 118, USALCO denies that it received a bid request in 2008 or 2009 to supply Alum to Pittsburg, CA and lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

119. Answering Paragraph No. 119, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

120. Answering Paragraph No. 120, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

121. Answering Paragraph No. 121, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

122. Answering Paragraph No. 122, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

123. Answering Paragraph No. 123, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

124. Answering Paragraph No. 124, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

125. Answering Paragraph No. 125, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

126. Answering Paragraph No. 126 and the footnote thereto, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

127. Answering Paragraph No. 127, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

128. Answering Paragraph No. 128, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

129. Answering Paragraph No. 129, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

130. Answering Paragraph No. 130, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

131. Answering Paragraph No. 131, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

132. Answering Paragraph No. 132, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

133. Answering Paragraph No. 133, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

134. Answering Paragraph No. 134, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

135. Answering Paragraph No. 135, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

136. Answering Paragraph No. 136, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

137. Answering Paragraph No. 137, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

138. Answering Paragraph No. 138, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

139. Answering Paragraph No. 139, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

140. Answering Paragraph No. 140, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

141. Answering Paragraph No. 141, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

142. Answering Paragraph No. 142, USALCO denies that it was involved in any conspiracy with GenChem or any other Defendant and, as a result, USALCO also denies that it allocated customers in Maysville, KY and elsewhere for any illegal or anticompetitive purpose. .

143. Answering Paragraph No. 143, USALCO admits to the existence of the memorandum but denies the remaining allegations and inferences that USALCO engaged in any such conspiracy or illegal or anticompetitive activity. USALCO further denies the allegation's premise, as alleged in Paragraph No. 142, that it participated in any conspiracy, which is specifically denied.

144. Answering Paragraph No. 144, USALCO admits to the existence of the memorandum but denies the remaining allegations and inferences that USALCO engaged in any such conspiracy or illegal or anticompetitive activity. Specifically, USALCO denies that it attempted to "police" or "punish" any conspiracy. USALCO further denies the allegation's premise, as alleged in Paragraph No. 142, that it participated in any conspiracy, which is specifically denied.



145. Answering Paragraph No. 145, USALCO denies insofar as it infers that USALCO engaged in any such conspiracy or illegal or anticompetitive activity. USALCO further denies the allegation's premise, as alleged in Paragraph No. 142, that it participated in any conspiracy, which is specifically denied.

146. Answering Paragraph No. 146, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the remaining allegations in this paragraph.

147. Answering Paragraph No. 147, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

148. Answering Paragraph No. 148, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

149. Answering Paragraph No. 149, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

150. Answering Paragraph No. 150, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

151. Answering Paragraph No. 151, USALCO denies that it was involved in any conspiracy with GenChem or any other Defendant and, as a result, USALCO also denies that it allocated customers in Somerset, Kentucky and elsewhere for any illegal or anticompetitive purpose.

152. Answering Paragraph No. 152, USALCO admits that GenChem won an account in Somerset, Kentucky but denies the remaining allegations made in this paragraph, specifically denying that USALCO engaged in any conspiracy or illegal or anticompetitive activity. USALCO further denies the allegation's premise, as alleged in Paragraph No. 151, that it participated in any conspiracy, which is specifically denied.

153. Answering Paragraph No. 153, USALCO admits to the existence of the email dated July 12, 2012, but denies the remaining allegations, specifically denying that USALCO engaged in any conspiracy or illegal or anticompetitive activity. USALCO further denies the allegation's premise, as alleged in Paragraph No. 151, that it participated in any conspiracy, which is specifically denied.

154. Answering Paragraph No. 154, USALCO denies that it received any account from GenChem in "exchange" for the Somerset account as any account received by USALCO was (and continues to be) the product of competition. Additionally, USALCO denies such allegations as Plaintiff has failed to specify which account allegedly was exchanged for the Somerset account. USALCO further denies the allegation's premise, as alleged in Paragraph No. 151, that it participated in any conspiracy, which is specifically denied.

155. Answering Paragraph No. 155, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

156. Answering Paragraph No. 156, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

157. Answering Paragraph No. 157, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

158. Answering Paragraph No. 158, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

159. Answering Paragraph No. 159, USALCO denies that it was involved in or furthered any conspiracy with GenChem or any other Defendant. USALCO further denies that it coordinated bids for the municipality of Sidney, Ohio.

160. Answering Paragraph No. 160, USALCO admits that as of the end of 2010, Sidney, Ohio was its customer but denies the remaining allegations, specifically denying that USALCO engaged in any conspiracy or illegal or anticompetitive activity. USALCO further denies the allegation's premise, as alleged in Paragraph No. 159, that it participated in any conspiracy, which also is specifically denied.

161. Answering Paragraph No. 161, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

162. Answering Paragraph No. 162, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

(i)<sup>1</sup> Answering Paragraph No. (i)(p. 38), USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to

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<sup>1</sup> Plaintiffs' Complaint begins numbering on page 38 using Roman Numerals.

form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

(ii) Answering Paragraph No. (ii)(p. 38), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

(iii) Answering Paragraph No. (iii)(p. 39), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

(iv) Answering Paragraph No. (iv)(p. 39), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

(i) Answering Paragraph No. (i)(p. 39), USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

(ii) Answering Paragraph No. (ii)(p. 39), USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

163. Answering Paragraph No. 163, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or engaged in any such conspiracy, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

164. Answering Paragraph No. 164, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

165. Answering Paragraph No. 165, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

166. Answering Paragraph No. 166, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

167. Answering Paragraph No. 167, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

168. Answering Paragraph No. 168 and the footnote thereto, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

169. Answering Paragraph No. 169, USALCO denies that the referenced evidence “shows that numerous purchasers of Alum received bids that made no economic sense” and further denies that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

170. Answering Paragraph No. 170, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, including, but not limited to, bid-rigging and collusion, which are specifically denied. USALCO further denies that its prices were designed to cause “artificially inflated and supra-competitive prices.” USALCO lacks

knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

171. Answering Paragraph No. 171, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

172. Answering Paragraph No. 172, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO otherwise lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

173. Answering Paragraph No. 173, USALCO lacks knowledge or information sufficient to form a belief about the allegations in this paragraph.

174. Answering Paragraph No. 174, USALCO states that no response is required as it states a conclusion(s) of law.

175. Answering Paragraph No. 175, USALCO states that no response is required as it states a conclusion(s) of law.

176. Answering Paragraph No. 176, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further denies that it artificially inflated prices for LAS, that it was a co-conspirator, or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

177. Answering Paragraph No. 177, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

178. Answering Paragraph No. 178, USALCO states that no response is required as it states a conclusion(s) of law.

179. Answering Paragraph No. 179, USALCO states that no response is required as it states a conclusion(s) of law.

180. Answering Paragraph No. 180, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further denies the allegations that questions of law and fact common to the members of the purported class predominate over questions that may affect only individual class members. USALCO otherwise denies the allegations insofar as they purport to allege that USALCO participated in any conspiracy or engaged in any illegal or anticompetitive conduct.

181. Answering Paragraph No. 181, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further denies that class action treatment is superior to any alternative method for the fair and efficient adjudication of the controversy. USALCO denies the allegations insofar as they purport to allege that USALCO participated in any conspiracy or engaged in any illegal or anticompetitive conduct. USALCO otherwise lacks knowledge or information sufficient to form a belief about the allegations in this paragraph insofar as they may concern other Defendants.

182. Answering Paragraph No. 182, USALCO denies the allegations therein to the extent they purport to allege that USALCO engaged in a conspiracy and, as a result, its actions

did not cause or contribute to any alleged “effect” that would serve as a sufficient basis for a claim against USALCO. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

183. Answering Paragraph No. 183, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

184. Answering Paragraph No. 184, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

185. Answering Paragraph No. 185, USALCO denies the allegations therein. USALCO further denies the allegations to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive behavior.

186. Answering Paragraph No. 186, USALCO states that no response is required as it states a conclusion(s) of law.

187. Answering Paragraph No. 187, USALCO denies the allegations therein. USALCO further denies that it fraudulently concealed or misrepresented any information.

188. Answering Paragraph No. 188, USALCO denies the allegations thereon. USALCO further denies that it engaged in any unfair or deceptive conduct.



189. Answering Paragraph No. 189, USALCO states that no response is required as it states a conclusion(s) of law. USALCO denies that it engaged in any “illegal acts” or unfair or deceptive conduct. USALCO further states that it did not conceal, omit, or misrepresent any information.

190. Answering Paragraph No. 190, USALCO denies the allegations therein.

191. Answering Paragraph No. 191, USALCO incorporates its responses to the allegations set forth in Paragraphs 1 to 190 of the Complaint. USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO further denies that it “entered into a continuing agreement” or “understanding” for any illegal or anticompetitive purpose. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

192. Answering Paragraph No. 192, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

193. Answering Paragraph No. 193, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

194. Answering Paragraph No. 194, USALCO denies that it fixed, maintained, raised, and/or stabilized prices for LAS and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

195. Answering Paragraph No. 195, USALCO denies the allegations therein to the extent they purport to allege that USALCO was a co-conspirator or in any way engaged in a conspiracy or engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they may concern other Defendants.

196. Answering Paragraph No. 196, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further denies that it violate any state antitrust laws or entered into any agreement in restraint of trade.

197. Answering Paragraph No. 197, USALCO incorporates its responses to the allegations set forth in Paragraphs 1 to 196 of the Complaint.

198. Answering Paragraph No. 198, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

199. Answering Paragraph No. 199, USALCO denies the allegations therein.

200. Answering Paragraph No. 200, USALCO denies the allegations therein.

201. Answering Paragraph No. 201, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Alabama.

202. Answering Paragraph No. 202, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Alabama.

203. Answering Paragraph No. 203, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Alabama.

204. Answering Paragraph No. 204, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Alabama.

205. Answering Paragraph No. 205, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Arkansas.

206. Answering Paragraph No. 206, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Arkansas.

207. Answering Paragraph No. 207, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Arkansas.

208. Answering Paragraph No. 208, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Arkansas.

209. Answering Paragraph No. 209, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in California.

210. Answering Paragraph No. 210, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in California.

211. Answering Paragraph No. 211, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in California.

212. Answering Paragraph No. 212, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in California.

213. Answering Paragraph No. 213, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Colorado.

214. Answering Paragraph No. 214, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Colorado.

215. Answering Paragraph No. 215, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Colorado.

216. Answering Paragraph No. 216, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Colorado.

217. Answering Paragraph No. 217, USALCO states that no response is required as it states a conclusion(s) of law.

218. Answering Paragraph No. 218, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

219. Answering Paragraph No. 219, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

220. Answering Paragraph No. 210, USALCO states that no response is required as it states a conclusion(s) of law.

221. Answering Paragraph No. 221, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Florida.

222. Answering Paragraph No. 222, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Florida.

223. Answering Paragraph No. 223, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Florida.

224. Answering Paragraph No. 224, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Massachusetts.

225. Answering Paragraph No. 225, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Massachusetts.

226. Answering Paragraph No. 226, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Massachusetts.

227. Answering Paragraph No. 227, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Massachusetts.

228. Answering Paragraph No. 228, USALCO states that no response is required as it states a conclusion(s) of law.

229. Answering Paragraph No. 229, USALCO states that no response is required as it states a conclusion(s) of law.

230. Answering Paragraph No. 230, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

231. Answering Paragraph No. 231, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

232. Answering Paragraph No. 232, USALCO states that no response is required as it states a conclusion(s) of law.

233. Answering Paragraph No. 233, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in New Hampshire.

234. Answering Paragraph No. 234, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in New Hampshire.

235. Answering Paragraph No. 235, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Hampshire.

236. Answering Paragraph No. 236, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Hampshire.

237. Answering Paragraph No. 237, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in New Hampshire.

238. Answering Paragraph No. 238, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in New Mexico.

239. Answering Paragraph No. 239, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Mexico.

240. Answering Paragraph No. 240, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Mexico.

241. Answering Paragraph No. 241, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in New Mexico.

242. Answering Paragraph No. 242, USALCO states that no response is required as it states a conclusion(s) of law.

243. Answering Paragraph No. 243, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.



244. Answering Paragraph No. 244, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

245. Answering Paragraph No. 245, USALCO states that no response is required as it states a conclusion(s) of law.

246. Answering Paragraph No. 246, USALCO states that no response is required as it states a conclusion(s) of law.

247. Answering Paragraph No. 247, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

248. Answering Paragraph No. 248, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

249. Answering Paragraph No. 249, USALCO states that no response is required as it states a conclusion(s) of law.

250. Answering Paragraph No. 250, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Oregon.

251. Answering Paragraph No. 251, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Oregon.

252. Answering Paragraph No. 252, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Oregon.

253. Answering Paragraph No. 253, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Oregon.

254. Answering Paragraph No. 254, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Oregon.

255. Answering Paragraph No. 255, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Rhode Island.

256. Answering Paragraph No. 256, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Rhode Island.

257. Answering Paragraph No. 257, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Rhode Island.

258. Answering Paragraph No. 258, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Rhode Island.

259. Answering Paragraph No. 259, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in South Carolina.

260. Answering Paragraph No. 260, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in South Carolina.

261. Answering Paragraph No. 261, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in South Carolina.

262. Answering Paragraph No. 262, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in South Carolina.

263. Answering Paragraph No. 263, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Vermont.

264. Answering Paragraph No. 264, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Vermont.

265. Answering Paragraph No. 265, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Vermont.

266. Answering Paragraph No. 266, USALCO states that no response is required as it states a conclusion(s) of law. USALCO further states that it did not engage in any business in Vermont.

267. Answering Paragraph No. 267, USALCO incorporates its responses to the allegations set forth in Paragraphs 1 to 266 of the Complaint.

268. Answering Paragraph No. 268, USALCO states that no response is required as it states a conclusion(s) of law.

269. Answering Paragraph No. 269, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices.

270. Answering Paragraph No. 270, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices.

271. Answering Paragraph No. 271, USALCO denies the allegations therein.

272. Answering Paragraph No. 272, USALCO denies the allegations therein.

273. Answering Paragraph No. 273, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices.

274. Answering Paragraph No. 274, USALCO denies the allegations therein to the extent they purport to allege that USALCO offered or obtained anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

275. Answering Paragraph No. 275, USALCO denies insofar as it infers that USALCO engaged in anti-competitive or unlawful conduct. USALCO specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

276. Answering Paragraph No. 276, USALCO denies the allegations therein to the extent they purport to allege that USALCO received payment or a benefit it was not lawfully owed. USALCO specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

277. Answering Paragraph No. 277, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

278. Answering Paragraph No. 278, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Alabama and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Alabama.

279. Answering Paragraph No. 279, USALCO denies the allegations therein to the extent they purport to allege that USALCO received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Alabama and, therefore, has not been enriched by any Alabama indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

280. Answering Paragraph No. 280, USALCO denies the allegations therein to the extent they purport to allege that USALCO received payment or a benefit it was not lawfully owed. USALCO further states that it did not engage in any business in Alabama and, therefore, has not been enriched by any Alabama indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

281. Answering Paragraph No. 281, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Alabama and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Alabama.

282. Answering Paragraph No. 282, USALCO denies the allegations therein to the extent they purport to allege that USALCO received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it

did not engage in any business in Arizona and, therefore, has not received any financial benefit from any Arizona indirect purchaser. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

283. Answering Paragraph No. 283, USALCO denies the allegations therein to the extent they purport to allege that USALCO received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Arizona and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Arizona. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

284. Answering Paragraph No. 284, USALCO denies the allegations therein to the extent they purport to allege that USALCO received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Arizona and, therefore, has not been enriched by any Arizona as indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

285. Answering Paragraph No. 285, USALCO states that no response is required as it states a conclusion(s) of law.

286. Answering Paragraph No. 286, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Arizona and, therefore, has not been enriched by

any Arizona as indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

287. Answering Paragraph No. 287, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Arkansas and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Arkansas.

288. Answering Paragraph No. 288, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Arkansas and, therefore, has not been enriched by any Arkansas indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

289. Answering Paragraph No. 289, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Arkansas and, therefore, has not been enriched by any Arkansas indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.



290. Answering Paragraph No. 290 USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in California and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to California.

291. Answering Paragraph No. 291, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in California and, therefore, has not been enriched by any California indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

292. Answering Paragraph No. 292, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in California and, therefore, has not been enriched by any California indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

293. Answering Paragraph No. 293, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in California and, therefore, has not been enriched by

any California indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

294. Answering Paragraph No. 294, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Colorado and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Colorado.

295. Answering Paragraph No. 295, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Colorado and, therefore, has not been enriched by any Colorado indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

296. Answering Paragraph No. 296, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Colorado and, therefore, has not been enriched by any Colorado indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

297. Answering Paragraph No. 297, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Colorado and, therefore, has not been enriched by any Colorado indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

298. Answering Paragraph No. 298, USALCO denies the allegations therein to the extent they purport to allege that USALCO engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

299. Answering Paragraph No. 299, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

300. Answering Paragraph No. 300, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

301. Answering Paragraph No. 301, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

302. Answering Paragraph No. 302, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Florida and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Florida.

303. Answering Paragraph No. 303, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Florida and, therefore, has not been enriched by any Florida indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

304. Answering Paragraph No. 304, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Florida and, therefore, has not been enriched by any Florida indirect purchasers. USALCO lacks knowledge or information sufficient to form a

belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

305. Answering Paragraph No. 305, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Hawaii and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Hawaii.

306. Answering Paragraph No. 306, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Hawaii and, therefore, has not been enriched by any Hawaii indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

307. Answering Paragraph No. 307, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Hawaii and, therefore, has not been enriched by any Hawaii indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

308. Answering Paragraph No. 308, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was

not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

309. Answering Paragraph No. 309, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

310. Answering Paragraph No. 310, USALCO denies that it retained benefits under inequitable or unjust circumstances. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

311. Answering Paragraph No. 311, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

312. Answering Paragraph No. 312, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

313. Answering Paragraph No. 313, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks

knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

314. Answering Paragraph No. 314, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

315. Answering Paragraph No. 315, USALCO denies the allegations therein to the extent they purport to allege that USALCO engaged in any illegal or anticompetitive activity, which is specifically denied. USALCO further states that it did not engage in any business in Kansas and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Kansas. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

316. Answering Paragraph No. 316, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Kansas and, therefore, has not been enriched by any Kansas indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

317. Answering Paragraph No. 317, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further

states that it did not engage in any business in Kansas and, therefore, has not been enriched by any Kansas indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

318. Answering Paragraph No. 318, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Kansas and, therefore, has not been enriched by any Kansas indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

319. Answering Paragraph No. 319, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Maine and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Maine.

320. Answering Paragraph No. 310, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Maine and, therefore, has not been enriched by any Maine indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.



321. Answering Paragraph No. 321, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Maine and, therefore, has not been enriched by any Maine indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

322. Answering Paragraph No. 322, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Maine and, therefore, has not been enriched by any Maine indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

323. Answering Paragraph No. 323, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Massachusetts and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Massachusetts.

324. Answering Paragraph No. 324, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Massachusetts and, therefore, has not been

enriched by any Massachusetts indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

325. Answering Paragraph No. 325, USALCO denies that it received a benefit that it was not lawfully entitled to receive. USALCO further states that it did not engage in any business in Massachusetts and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Massachusetts. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

326. Answering Paragraph No. 326, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Massachusetts and, therefore, has not been enriched by any Massachusetts indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

327. Answering Paragraph No. 327, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

328. Answering Paragraph No. 328, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was

not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

329. Answering Paragraph No. 329, USALCO denies that it retained benefits under inequitable or unjust circumstances. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

330. Answering Paragraph No. 330, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

331. Answering Paragraph No. 331, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

332. Answering Paragraph No. 332, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

333. Answering Paragraph No. 333, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

334. Answering Paragraph No. 334, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

335. Answering Paragraph No. 335, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Mississippi and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Mississippi.

336. Answering Paragraph No. 336, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Mississippi and, therefore, has not been enriched by any Mississippi indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

337. Answering Paragraph No. 337, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further

states that it did not engage in any business in Mississippi and, therefore, has not been enriched by any Mississippi indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

338. Answering Paragraph No. 338, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Mississippi and, therefore, has not been enriched by any Mississippi indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

339. Answering Paragraph No. 339, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

340. Answering Paragraph No. 340, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

341. Answering Paragraph No. 341, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

342. Answering Paragraph No. 342, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

343. Answering Paragraph No. 343, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Nevada and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Nevada.

344. Answering Paragraph No. 344, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Nevada and, therefore, has not been enriched by any Nevada indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

345. Answering Paragraph No. 345, USALCO denies that it received a benefit that it was not lawfully entitled to receive. USALCO further states that it did not engage in any business in Nevada and, therefore, has not been enriched by any Nevada indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

346. Answering Paragraph No. 346, USALCO denies that it received a benefit that it was not lawfully entitled to receive. USALCO further states that it did not engage in any business in Nevada and, therefore, has not been enriched by any Nevada indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

347. Answering Paragraph No. 347, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Nevada and, therefore, has not been enriched by any Nevada indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

348. Answering Paragraph No. 348, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Hampshire and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to New Hampshire.

349. Answering Paragraph No. 349, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in New Hampshire and, therefore, has not been enriched by any New Hampshire indirect purchasers. USALCO lacks knowledge or information

sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

350. Answering Paragraph No. 350, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Hampshire and, therefore, has not been enriched by any New Hampshire indirect purchasers.

351. Answering Paragraph No. 351, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in New Hampshire and, therefore, has not been enriched by any New Hampshire indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

352. Answering Paragraph No. 352, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Mexico and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to New Mexico.

353. Answering Paragraph No. 353, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in New Mexico and, therefore, has not been enriched



by any New Mexico indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

354. Answering Paragraph No. 354, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Mexico and, therefore, has not been enriched by any New Mexico indirect purchasers.

355. Answering Paragraph No. 355, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in New Mexico and, therefore, has not been enriched by any New Mexico indirect purchasers.

356. Answering Paragraph No. 356, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in New Mexico and, therefore, has not been enriched by any New Mexico indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

357. Answering Paragraph No. 357, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

358. Answering Paragraph No. 358, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

359. Answering Paragraph No. 359, USALCO denies that it engaged in any such conduct and further denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

360. Answering Paragraph No. 360, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

361. Answering Paragraph No. 361, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

362. Answering Paragraph No. 362, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

363. Answering Paragraph No. 363, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

364. Answering Paragraph No. 364, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

365. Answering Paragraph No. 365, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

366. Answering Paragraph No. 366, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in North Dakota and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to North Dakota.

367. Answering Paragraph No. 367, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in North Dakota and, therefore, has not been enriched by any North Dakota indirect purchasers. USALCO lacks knowledge or information

sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

368. Answering Paragraph No. 368, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in North Dakota and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to North Dakota.

369. Answering Paragraph No. 369, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in North Dakota and, therefore, has not been enriched by any North Dakota indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

370. Answering Paragraph No. 370, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in North Dakota and, therefore, has not been enriched by any North Dakota indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

371. Answering Paragraph No. 371, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was

not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in North Dakota and, therefore, has not been enriched by any North Dakota indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

372. Answering Paragraph No. 372, USALCO denies the allegations therein.

373. Answering Paragraph No. 373, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Oregon and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Oregon.

374. Answering Paragraph No. 374, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Oregon and, therefore, has not been enriched by any Oregon indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

375. Answering Paragraph No. 375, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Oregon and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Oregon.

376. Answering Paragraph No. 376, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Oregon and, therefore, has not been enriched by any Oregon indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

377. Answering Paragraph No. 377, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Puerto Rico and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Puerto Rico.

378. Answering Paragraph No. 378, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Puerto Rico and, therefore, has not been enriched by any Puerto Rico indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

379. Answering Paragraph No. 379, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Puerto Rico and, therefore, has not been enriched

by any Puerto Rico indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

380. Answering Paragraph No. 380, USALCO denies the allegations therein.

381. Answering Paragraph No. 381, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Rhode Island and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Rhode Island.

382. Answering Paragraph No. 382, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Rhode Island and, therefore, has not been enriched by any Rhode Island indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

383. Answering Paragraph No. 383, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Rhode Island and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Rhode Island.

384. Answering Paragraph No. 384, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was

not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Rhode Island and, therefore, has not been enriched by any Rhode Island indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

385. Answering Paragraph No. 385, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in South Carolina and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to South Carolina.

386. Answering Paragraph No. 386, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in South Carolina and, therefore, has not been enriched by any South Carolina indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

387. Answering Paragraph No. 387, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in South Carolina and, therefore, has not been enriched by any South Carolina indirect purchasers. USALCO lacks knowledge or information



sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

388. Answering Paragraph No. 388, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in South Dakota and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to South Dakota.

389. Answering Paragraph No. 389, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in South Dakota and, therefore, has not been enriched by any South Dakota indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

390. Answering Paragraph No. 390, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in South Dakota and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to South Dakota.

391. Answering Paragraph No. 391, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in South Dakota and, therefore, has not been

enriched by any South Dakota indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

392. Answering Paragraph No. 392, USALCO denies the allegations therein.

393. Answering Paragraph No. 393, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Tennessee and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Tennessee.

394. Answering Paragraph No. 394, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Tennessee and, therefore, has not been enriched by any Tennessee indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

395. Answering Paragraph No. 395, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Tennessee and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Tennessee.

396. Answering Paragraph No. 396, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was

not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Tennessee and, therefore, has not been enriched by any Tennessee indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

397. Answering Paragraph No. 397, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Tennessee and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Tennessee.

398. Answering Paragraph No. 398, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Utah and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Utah.

399. Answering Paragraph No. 399, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Utah and, therefore, has not been enriched by any Utah indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

400. Answering Paragraph No. 400, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Utah and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Utah.

401. Answering Paragraph No. 401, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Utah and, therefore, has not been enriched by any Utah indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

402. Answering Paragraph No. 402, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Vermont and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Vermont.

403. Answering Paragraph No. 403, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in South Dakota and, therefore, has not been enriched by any Vermont indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

404. Answering Paragraph No. 404, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief

about the truth of the allegations in the paragraph insofar as they concern other Defendants. USALCO further states that it did not engage in any business in Vermont and, therefore, has not engaged in any conduct, much less unlawful conduct, in or related to Vermont.

405. Answering Paragraph No. 405, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO further states that it did not engage in any business in Vermont and, therefore, has not been enriched by any Vermont indirect purchasers. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

406. Answering Paragraph No. 406, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

407. Answering Paragraph No. 407, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

408. Answering Paragraph No. 408, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

409. Answering Paragraph No. 409, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was

not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

410. Answering Paragraph No. 410, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

411. Answering Paragraph No. 411, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

412. Answering Paragraph No. 412, USALCO denies the allegations insofar as they purport to concern USALCO and lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

413. Answering Paragraph No. 413, USALCO denies the allegations insofar as they purport to concern USALCO and specifically denies that it received payment or a benefit it was not lawfully owed and that USALCO offered/charged anticompetitive prices. USALCO lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph insofar as they concern other Defendants.

#### **PRAYER FOR RELIEF**

USALCO denies that Plaintiffs suffered any injury or incurred any damages by any act or omission of USALCO as alleged in the Complaint. USALCO further states that Plaintiffs are not entitled to any relief under any theory by means of the allegations set forth in the Complaint

### **JURY DEMAND**

Plaintiffs' Demand for Jury Trial contains no factual allegations that require a response. To the extent a response is required, USALCO denies the allegations contained under this section in their entirety.

### **AFFIRMATIVE DEFENSES**

USALCO asserts the following affirmative defenses with respect to all claims in the Complaint:

1. The Complaint fails to state a claim upon which relief may be granted.
2. Plaintiffs' claims are barred, in whole or in part, by their lack of standing.
3. Plaintiffs did not suffer damages as a direct or proximate result of USALCO's conduct as alleged in the Complaint.
4. The Plaintiffs' claims and those of the putative class are barred because this case cannot properly proceed as a class action.
5. The Plaintiffs have not suffered, and will not suffer, injury of the type that the antitrust laws pled in the Complaint are designed to prevent, or any other injury to a legally cognizable interest, by reason of the conduct alleged in the Plaintiffs' Complaint.
6. Plaintiffs have failed to plead fraudulent concealment with particularity.
7. Plaintiffs' claims are barred by statutes of limitations
8. Plaintiffs' claims are barred, in whole or in part, by the doctrine of laches.
9. Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands and/or in pari delicto.
10. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel.

11. Plaintiffs' claims are barred, in whole or in part, by the doctrines of collateral estoppel and/or res judicata.

12. Plaintiffs' claims are barred, in whole or in part, by the doctrines of modification, accord and satisfaction, and/or novation.

13. Plaintiffs' claims are barred, in whole or in part, because USALCO acted in good faith with respect to the matters alleged.

14. Plaintiff's claims are barred, in whole or in part, because they contravene public policy.

15. The relief sought by Plaintiffs is barred, in whole or in part, because Plaintiffs have failed to take appropriate and necessary steps to mitigate their alleged damages, if any.

16. To the extent Plaintiffs' claims would result in USALCO paying damages to more than one claimant for the same alleged overcharges to customers, they are barred because such multiple liability would violate rights guaranteed to USALCO by the United States Constitution, including, without limitation, rights guaranteed by the Due Process Clause of the Fourteenth Amendment.

17. The relief sought by Plaintiffs is barred, in whole or in part, because Plaintiffs would be unjustly enriched if they were allowed to recover any part of the damages alleged in the Complaint. The equitable relief sought by Plaintiffs is barred, in whole or in part, because Plaintiffs have available an adequate remedy at law.

18. The relief sought by Plaintiffs is barred, in whole or in part, because any and all injuries alleged in the Complaint, the fact and extent of which USALCO specifically denies, were directly and proximately caused or contributed to by the statements, acts, and/or omissions of Plaintiffs and/or third parties or entities, other than USALCO.



19. USALCO is entitled to set off from any recovery Plaintiffs may obtain against USALCO, including but not limited to any amount paid to Plaintiffs by any other Defendants who have settled, or do settle, Plaintiffs' claims in this matter.

20. The relief sought by Plaintiffs is barred, in whole or in part, to the extent the restitution sought in the Complaint is unmanageable and inequitable.

21. Plaintiffs' claims should be dismissed because the alleged damages sought are too speculative and uncertain, and cannot be practicably ascertained or allocated.

22. The relief sought by Plaintiffs is barred, in whole or in part, because the conduct engaged in by USALCO was reasonable and based on independent, legitimate business and economic justification.

23. Plaintiffs' claims are barred, in whole or in part, because USALCO's alleged conduct did not unreasonably restrain trade.

24. Plaintiffs' damages resulted from the acts or omissions of third parties over whom USALCO had no control or responsibility.

25. Plaintiffs' claims should be dismissed to the extent they are barred, in whole or in part, because any injury or damage alleged in the Complaint was passed on to persons or entities other than the Plaintiffs and/or was passed on by Plaintiffs to other parties.

26. Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs have failed to allege predicate acts necessary to invoke application of the consumer protection laws of the various states cited.

27. Plaintiffs' claims are barred under the laws of the various States cited, in whole or in part, to the extent that at least some Plaintiffs did not purchase goods primarily for personal, family, or household purposes.

28. Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs have failed to plead special damages with specificity as required by the laws of the various states cited.

29. Plaintiffs' claims are barred, in whole or in part, to the extent Plaintiffs are not entitled to seek damages under the laws of the various states cited.

30. Plaintiffs' claims are barred, in whole or in part, to the extent the various states cited have not repealed the *Illinois Brick* doctrine.

31. USALCO adopts and incorporates by reference any and all other additional or affirmative defenses asserted by any other defendant in this proceeding to the extent that USALCO may share in such affirmative defenses.

32. USALCO has not knowingly or intentionally waived any applicable defenses and explicitly reserves the right to assert and rely on such other applicable defenses as may become available or apparent during discovery proceedings. USALCO further reserves the right to amend its Answer and/or its defenses accordingly, and/or to delete defenses that it determines are not applicable during the course of subsequent discovery.

**WHEREFORE,** USALCO respectfully prays for judgment against Plaintiffs and in favor of USALCO and entry of an Order:

1. Denying Plaintiffs' demand for judgment against USALCO, denying each and every prayer and/or request for relief contained in the Complaint as against USALCO, and dismissing the Complaint in its entirety with prejudice as against USALCO;

2. Awarding costs and attorneys' fees to USALCO; and

3. Granting such other and further relief in favor of and to USALCO as the Court may deem just and proper.

Dated: August 28, 2017

Respectfully submitted,

/s/ William F. Ryan, Jr.  
William F. Ryan, Jr.  
Aaron L. Casagrande  
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*Attorneys for Defendant USALCO, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on August 28, 2017, I caused the foregoing Answer and Affirmative Defenses of Defendant USALCO, LLC to Indirect Purchaser Plaintiffs' Consolidated Class Action Complaint to be filed electronically with the Clerk of the Court using the CM/ECF system, which will send notifications of such filings to all counsel of record.

Dated: August 28, 2017

/s/ William F. Ryan, Jr.  
William F. Ryan, Jr.

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